

Adopted at Meeting of May 14, 1958

AGREEMENT OF PURCHASE AND SALE OF LAND,
NEW YORK STREETS PROJECT, U.R. MASS. 2-1

Between

Boston Redevelopment Authority

and

Clara R. Drucker

AGREEMENT entered into this and day of June, 1958,
by and between the Boston Redevelopment Authority, a body politic
and corporate, organized and existing pursuant to Chapter 121 of
the General Laws of the Commonwealth of Massachusetts, its
successors and assigns, hereinafter referred to as the "Authority",
and CLARA R. DRUCKER of Boston, hereinafter referred to as the
"Redeveloper", her successors, assigns and grantees.

WHEREAS, on September 1, 1954, the Boston Housing Authority
adopted a Land Assembly and Redevelopment Plan, "New York Streets
Project", which plan is hereby incorporated by reference and made
a part of this Agreement; said Redevelopment Plan being recorded
in Suffolk Registry of Deeds, Book 7244, Page 18; and

WHEREAS, the Boston Housing Authority has, pursuant to the
United States Housing Act of 1949, as amended, and Chapter 121 of
the General Laws of Massachusetts, as amended, acquired and cleared
a certain parcel of land, shown as Parcel #3 on a plan entitled:
"Urban Renewal Division, Boston Housing Authority, New York Streets
Project, UR Mass. 2-1, Land Disposition Plan, Hayden, Harding &
Buchanan, Inc., Consulting Engineers, Boston 35, Mass." (herein-
after called "the plan"), dated March 6, 1957, revised June 26, 1957,
and

WHEREAS, the Cerel-Druker Redevelopment Corporation has, in a
writing addressed to the Authority, waived its rights to purchase
said Parcel #3 and has assented to the sale thereof by the Authority
to the Developer; and

WHEREAS, the Developer has agreed to purchase said parcel of
land and to hold the same pursuant to and in conformity with the
Redevelopment Plan; and

WHEREAS, the Public Improvement Commission of the City of Boston has discontinued Lovering Street within the project area by a discontinuance order filed in the Suffolk Registry of Deeds, Book 7233, Page 501; and

WHEREAS, the Redeveloper has brought a petition for damages in the amount of \$100,000 against the Public Improvement Commission of the City of Boston arising out of the Commission's discontinuance of Lovering Street, a former public way located within the New York Streets Area; and

WHEREAS, the Boston Housing Authority and its successors and assigns, under a cooperation agreement with the City of Boston relative to said New York Streets Area Project would be obligated to reimburse the City of Boston for any damages paid upon Redeveloper's aforesaid petition; and

WHEREAS, by an agreement entitled "Agreement Effecting Transfer of Land Assembly and Redevelopment Projects from the Boston Housing Authority to the Boston Redevelopment Authority" executed December 20, 1957, the said Redevelopment Authority took over all land assembly and redevelopment projects, instituted by the Housing Authority, and agreed to assume, exercise, continue, perform and carry out all undertakings, duties, rights, powers, plans and activities of the Housing Authority relating to the "New York Streets Project"; and

WHEREAS, the Redeveloper is prepared to release the Public Improvement Commission of the City of Boston from all liability for said discontinuance.

NOW, THEREFORE, each of the parties hereto for and in consideration of the promises and agreements of the other party hereto, does COVENANT and AGREE as follows:

1. In consideration of:

(a) Fifteen Thousand Six Hundred Seventy and seventy one-hundredths Dollars (\$15,670.70) paid to it by the Redeveloper;

(b) The execution by the Redeveloper of a release of the Public Improvement Commission of the City of Boston, the City of Boston, the Boston Housing Authority and the Boston

Redevelopment Authority from all liability arising out of the discontinuance of Lovering Street as a public way; and the taking of the fee in said land by the Boston Housing Authority, the Boston Redevelopment Authority shall:

- (a) pay to the Redeveloper Seven Thousand Dollars (\$7,000) as damages for the discontinuance of said Lovering Street;
- (b) pay One Thousand Seven Hundred Eighty Four and sixty-seven one-hundredths dollars (\$1,784.67) as damages for the taking of that fee in one half (1/2) of Lovering Street formerly belonging to the Redeveloper; and
- (c) convey to the Redeveloper said parcel #3 containing thirteen thousand seven hundred fifty-six and forty-six hundredths (13,756.46) square feet, more or less, as shown on the plan, subject to water easements as shown on the plan.

The Redeveloper shall accept delivery of the deed and make payment for the same by cash or certified check within sixty (60) days of dispatch of written notice to the Redeveloper by the Authority that the Authority has received approval of the terms and provisions of this Agreement from the Housing and Home Finance Agency, an agency of the Government of the United States of America, (reference is made to section 5 hereof). At the time of delivery of the deed, the Redeveloper shall also execute and deliver to the Authority the aforesaid release and the Authority shall make the payments to the Redeveloper provided for by the terms and provisions of this Agreement. Upon the execution of this Agreement, the Redeveloper shall deposit with the Authority cash or a certified check in an amount equal to ten percent (10%) of the purchase price of Fifteen Thousand Six Hundred and seventy dollars and seventy one-hundredths (\$15,670.70) Dollars. In the event the Redeveloper fails to accept conveyance within said sixty (60) day period, make payment for the land, and execute said release, said deposit shall be retained by the Authority as liquidated damages and all other rights of the parties under this Agreement shall cease.

The Redeveloper, his successors, assigns, and lessees, agree to refrain from effecting or executing any covenant, agreement, lease, conveyance or other instrument, whereby the property conveyed to him by virtue of this instrument is restricted upon the basis of race, creed or color in the sale, lease or occupancy thereof. This covenant shall run with the land.

The Redeveloper, his successors, assigns, and lessees agree that:

- (1) he will not, without prior written consent of the Authority sell or convey the land sold to him pursuant to this Agreement during the life of the redevelopment for a consideration greater than the actual cost to the Redeveloper of the land, including the costs of any improvements made thereon and carrying charge, or
- (2) that he shall not so sell or convey said land until after completion of any contemplated construction, or
- (3) if remaining vacant, he may sell or convey such land only in conjunction with the Purchaser's presently owned property in the project area as one parcel.

3. At the closing of title all taxes or payments in lieu of taxes upon the property conveyed shall be adjusted and apportioned between the parties as of the date of the delivery of the deed.

4. The Redeveloper, his successors, assigns, and lessees, agree to hold the property acquired pursuant to this Agreement subject to the Redevelopment Plan promulgated by the Authority and recorded with Suffolk Registry of Deeds, Book 7244, Page 18.

5. It is understood by the parties hereto that the terms and provisions of this Agreement and the rights and obligations to which they give rise are subject to the concurrence of the Housing and Home Finance Agency, an agency of the Government of the United States of America.

6. All terms, covenants, and conditions of this Agreement which involve the performance of any act or obligations after the delivery of the deed shall survive delivery of the deed.

IN WITNESS WHEREOF, the BOSTON REDEVELOPMENT AUTHORITY by its duly authorized representative and CLARA R. DRUCKER have hereunto set their hands and seals on the day above written.

WITNESS

BOSTON REDEVELOPMENT AUTHORITY

Rudolph Kaus

BY Joseph Lusk

Title: Chairman

Rudolph Kaus

Clara R. Drucker

CLARA R. DRUCKER

BY: William Weisberg
William Weisberg
Under Power of Attorney

For power of attorney see
Suffolk Registry of Deeds
Book 6880, Page 183



CERTIFICATE OF RECORDING OFFICER OF THE BOSTON REDEVELOPMENT AUTHORITY

The undersigned hereby certifies as follows:

(1) That he is the duly qualified and acting Secretary of the Boston Redevelopment Authority, hereinafter called the Authority, and the keeper of the records, including the journal of proceedings of the Authority.

(2) That the following vote is a true and correct copy of the vote as finally adopted at a meeting of the Authority held on 14th day of May, 1958 and duly recorded in his office:

VOTED: That the form of agreement just presented to this meeting, be and it hereby is, approved, and that the Chairman, Joseph W. Lund, be and he hereby is, authorized and directed to enter into and execute said agreement with Clara R. Drucker and that the Secretary be, and he hereby is authorized to affix thereto and attest the seal of the Boston Redevelopment Authority, conveying Parcel No. 3 as shown in said New York Streets Project Area, UR Mass. 2-1 as shown on a plan entitled "Urban Renewal Division, Boston Housing Authority, New York Streets Project UR Mass. 2-1, Land Disposition Plan" by Hayden, Harding & Buchanan, Inc., Consulting Engineers, Boston 35, Massachusetts, dated March 6, 1957, revisions June 26, 1957.

(3) That said meeting was duly convened and held in all respects in accordance with law and to the extent required by law due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Authority voted in the proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed.

(4) That the form of agreement presented to the said meeting was an exact copy of the agreement to which the within certificate is attached.

(5) That if an impression of the seal has been affixed below, it constitutes the official seal of the Boston Redevelopment Authority and this certificate is hereby executed under such seal.

(6) That Joseph W. Lund is the Chairman of said Authority.

(7) That the undersigned is duly authorized to execute this certificate.

IN WITNESS WHEREOF the undersigned has hereunto set his hand this fourth day of June , 1958.

Kane
Kane
Secretary

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